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The Daily Gazette.

City of Janesville.

Saturday Evening, June 23, 1860.

Official Paper of the City.

Republican Nominations.

For President,
ABRAHAM LINCOLN,
of Illinois.

For Vice President,
HANNIBAL HAMILIN,
of Maine.

Republican Presidential Electors.

AT LARGE:
WALTER D. MCINTOSH, of Marion.
BRADFORD BIXFORD, of Waukesha.

FIRST CONGRESSIONAL DISTRICT:
W. W. VAUGHN, of Winona.

SECOND CONGRESSIONAL DISTRICT:
J. ALLEN BARTER, of Menomonie.

THIRD CONGRESSIONAL DISTRICT:
H. J. HUNDEMAN, of Jefferson.

Baltimore Convention—The End of
the Force.

The downward progress of the convention has been rapid. From calling each other hars, to lists and knock-downs, the decent wavens. Following upon these scenes came the adoption of the majority report, admitting the Douglas delegates from Louisiana and Alabama, by the aid of the New York delegation, which had the question in their own hand for disposal. Thereupon came Virginia, represented by Mr. Russell, who declared that they could no longer retain their seats. This movement was followed by other southern states, until there was not an original delegate left in the convention from those states, except from Missouri. Delegates from Massachusetts, Oregon and California also left; at the head of the former is Caleb Cushing, the president of the convention.

In this shattered condition, being the mere rump of a disrupted convention, they proceeded this morning to ballot for a candidate for president. Douglas, of course, having driven out all opposition, was nominated. It is conceded, by friends and foes, that this is a mere farce, and is to be considered of no more binding force upon the democracy of the country than the action of a town meeting. While this comedy was being enacted another equally ridiculous rowdy-de-dow is to come off in the Maryland Institute, where the valiant seceders will also ballot for and nominate a candidate for the presidency.

Thus the democratic party is ended, broken into fragments by the ambition and dishonesty of its leaders. It had long since become a mere wreck in the hands of designing men, it is now dead, and ready to be buried.

A crazy man was brought into Madison the other day to be placed in the Asylum. He is from Monroe Co., and is afflicted with a religious mania. He is in jail at present, and passes most of his time in calling "halleujah." He will probably come in where he until the Asylum is prepared to receive him. A man from Cottage Grove similarly afflicted is also in jail. He had recovered from his madness, but upon attending a camp meeting it returned upon him in full force.

Lord Brougham characterizes the bombardment of Valparaiso as the most atrocious act ever perpetrated. The wonder is that the commandants of foreign naval vessels in the harbor permitted it.

Lord John Russell recently said in the House of Commons that the English government had proposed to the United States to act conjointly in suppressing the slave trade.

AWFUL MURDER IN KANSAS.—On last Friday night, about twelve o'clock, the house of Mr. Joseph Gardner—one of the most respected citizens of this county, living on Washington Creek—was attacked by a gang of armed assassins, who attempted to enter the house and murder the inmates. Mr. Gardner and his family bravely defended themselves, and a colored man working for Mr. Gardner, going to the door during the attack, was fatally wounded so that he died in less than an hour. Volley after volley was fired in at the window, and it was only a miracle that more of the inmates were not murdered. Mr. Gardner is a quiet man, very highly esteemed by the community at large, and knows of no cause of enmity against him, except that he is a radical anti-slavery man, and never betrays the lying fugitive. It is supposed that the attack must have been made by a gang of wreathes who are prowling about the territory, stealing horses, kidnapping colored people, and committing depredations of all kinds. —*Lawrence Republic.*

BRAUCH OR FRAUD CASE.—The Northampton (Mass.) Free Press reports a suit brought to the superior court, by Lydia French against Lucius W. Stone, for breach of promise of marriage, damages being laid at \$10,000. The trial took place last week. It was shown that the parties became engaged five years ago, from that time up to January 1859, an active correspondence was kept up, Mr. Stone being an ardent lover, and from three to four hundred letters were written by them. The engagement was broken off by a letter on the part of Mr. Stone, in January, 1859, on the plea of financial difficulties and "bodily infirmity." These, however, did not prevent his marrying another young lady in September of the same year. Stone acknowledged that he had committed a wrong in breaking off the engagement, and offered \$500 as a reparation. Miss French and her friends considered this insufficient, and brought a suit against him. The jury returned a verdict of \$1,000 damages for the plaintiff, which she afterward compromised for \$1,245. The suit created great excitement, especially among the fair set of Northampton, and the court room was crowded during the trial, which seems to have afforded a good deal of merriment to the spectators, caused by Mr. Stone's epistles and testimony. Miss French is a resident of Ellenville, New York.

CROP PROSPECTS IN NEW YORK.—The accounts from the farmers in this region continue good. The weather is as fine as could be asked for the wheat. It is just the right sort to give it all possible advantage over the dreaded weevil. It is already in advance of the insect, and every day "widens the gap." —*Rochester Democrat*, June 18.

The day of the sailing of the Great Western will not be announced until after the trial trip, which took place last week.

DECISION OF SUPREME COURT,
June 19, 1860.

WILLIAM D. CLARK, APPELLANT, VS. WM. FARRINGTON, ET AL., RESPONDENTS.

Action to foreclose a mortgage given to the L. C. & M. R. R. Co. Appointed from Dodge Circuit.

BY THE COURT, PAINE, J.—The cash capital in this state was inadequate to the building of its railroads, or even to the payment of such proportion as is usually paid in cash for stock in the older and more wealthy communities. But the farmers along the routes, having confidence in the success of the enterprise, and the ultimate benefit to themselves, were willing to mortgage their farms for stock, placing the securities in the hands of the companies, to negotiate and raise the funds necessary for building the roads. This practice was extensively adopted along most of the roads in the state. The securities were taken and negotiated by the companies, and default having been made in payment, a number of actions have been brought to collect the notes, or foreclose the mortgages. The defense is now set up, that the companies had no power under their charters to take these securities for stock, and that they were therefore void.

As is usual in such cases, many considerations were alluded to in the arguments of counsel, which have no bearing upon the legal question presented. If the farm mortgagees, influenced, perhaps, by public spirit, combined with the hopes of private gain, have mortgaged their farms for stock, the fact that those hopes have failed and that financial ruin has fallen upon the enterprises, and that the execution of their contracts may prove hard and calamitous, to many of them, furnish no reason in law why they should not be executed, provided they were such contracts as might in law be made.

On the other hand, if the companies had no power to take these notes and mortgages for in any purpose, so that they were entirely void, the companies, in this case, have mortgaged their farms for stock, the fact that those hopes have failed and that financial ruin has fallen upon the enterprises, and that the execution of their contracts may prove hard and calamitous, to many of them, furnish no reason in law why they should not be executed, provided they were such contracts as might in law be made.

This doctrine must of course be properly understood. It does not mean that a corporation may engage in a separate, distinct business, not authorized by its charter, as a means of raising funds to accomplish the things authorized. This it could not do.

A railroad company could not engage in banking, nor in manufacturing, nor speculate in real estate, as a means of raising money to build a railroad. It is that it may adopt any convenient means proper in themselves, tending directly to the execution of the powers conferred, and not amounting to the transacting of any distinct unauthorized business, though such means may not have been usually adopted by the company.

We have then two established propositions of law:

First—A corporation can exercise no powers except those conferred by its charter.

Second—In executing those powers it may adopt any proper and convenient means tending directly to their accomplishment, and not amounting to the transaction of a separate unauthorized business.

In order to decide this case, two questions remain to be determined:

Was the taking of the note and mortgage for stock an attempt to execute powers not delegated?

Or was it a mere means of executing those that were conferred?

If it was the latter, then was it a means which the company was prohibited from using?

Upon the first question there seems to be no room for doubt. The company did not attempt to do anything except to execute its power of building a railroad. The defendant was willing to take stock, but had not the money to pay for it. He was willing to give his note for it, and secure it by a mortgage. The company took it in payment with the sole intention of transferring it to raise the money. The result is the same as it would have been if the defendant had mortgaged his farm to a third party and obtained the money himself and paid it for his stock. In the end, by either method, the company has the money, the defendant the stock, and the third party the note and mortgage. The company has simply resorted to a double transaction to get the money for its stock, instead of a single one. But it was a means tending directly to the execution of its power of building a railroad by disposing of its stock for the money necessary thereto.

The other question is, whether this means was prohibited to the company. And to this point the strongest arguments for the mortgagees are directed. It is said that the charter provides a specific method for raising funds to build the road; that is, by opening books for subscriptions for stock, and then requiring payment from the subscribers; and that this method having been provided for, every other is necessarily excluded. As a part of the argument, it is assumed that the charter contemplates that money is to be paid in cash, and the mere reasoning upon which they proceed clearly implies that those same courts would not have applied the same rule to such a case.

For the basis upon which they rest, is that at the time of these subscriptions, the corporation which they are to organize has no existence, and that the commissioners are simply ministerial agents, clothed with no discretion or power to contract, and can only pursue the strict letter of the statute.

It may well be urged that when the law requires the payment of a specified sum as a precedent to the organization of the company, that its intention was that such payment should be in cash. Until that was paid there would be no corporation in existence, no authorized purpose for the accomplishment of which any other article could be received—notably clothed with any discretion in the matter, or capacity to regulate it by contract. These cases may therefore be conceded to be law, and they by no means establish the proposition, that after a corporation has acquired existence and power to contract, that it may not by contract receive payment for stock anything necessary for the execution of its purposes.

On the contrary the opposite inference is to be derived from them.

In Crocker vs. Crane it was held that the commissioners had no authority to receive worthless checks or uncurrent money in lieu of cash, and it was said they could not have received "stocks or mortgages."

But this was evidently placed upon the consideration we have suggested. For the learned judge who gave the opinion quoted, among other cases—that of Goslen Turnpike co. vs. Harting, 9 John, 217—which was an action on a promissory note, evidently given after the organization of the company, for five shares of stock. The action was sustained, and the court said, "It was to be intended that the defendant had duly become stockholder to that amount."

It is not to be supposed that Judge Cowen, with his proneness to comprehend upon the act of the legislature, as in the execution of the powers granted, or duties imposed upon them by the charters are to conflict with the decision on the main point, if he had supposed the acts of a corporation in existence stood upon the same footing with the acts of the commissioners in taking the steps preliminary to its creation.

But it is very doubtful whether even the doctrines of these cases is sustained by the weight of authority. In the case of Jenkins vs. Union Turnpike co., the decision of the supreme court of New York, was in favor of the validity of the subscription.

This decision was reversed by the court of errors, but it is pretty evident from subsequent decisions in that state some of which are quoted in Crocker vs. Crane, that the decision of the court of errors was not satisfactory.

In the case of 8th Serg. and Rawlins, Justice Duncan dissented, and noticed the reluctance of the New York courts to follow that decision of the court of errors.

In Central R. R. Co. vs. Claves, 21 Verm. 30, the commissioners took a note for the payment required by the statute on the 21st of December, 1859, in favor of the supreme court of New York, was in favor of the payment of the amount of the subscription.

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LOCAL DEPARTMENT.

Thermometrical Table.

By Andrew Palmer, Jr., at the Mountain Drug Store.
June 22. 5 A.M. 12 M. 6 P.M. WIND. WIND.
6 P.M. 10 P.M. 12 M. 6 A.M. 10 P.M. 12 M.
June 22. 7 A.M. 10 A.M. 1 P.M. 4 P.M. 7 P.M. 10 P.M.

CHURCH DIRECTORY.

BAPTIST CHURCH.—E. G. Greenberg, Pastor. Sabbath services, 10½ A. M., and 7 P. M. Lecture, Wednesday evening. Prayer meeting, Thursday evening.
PRESBYTERIAN CHURCH.—Services every Sabbath at 10½ A. M., and 7 P. M.
UNIVERSALIST CHURCH.—S. C. Bullock, Pastor. Services in the Court Room, Young America Block, every Sabbath at 10½ A. M., and 7 P. M.
TRINITY CHURCH.—Hiram W. Brewster, Rector. Services at 10 A. M., and 7½ P. M. Sunday School 9½ A. M. Friday evening service 7½ P. M.
METHODIST CHURCH.—H. C. Tipton, Pastor. Sabbath services, 10½ A. M., and 7 P. M.
CHURCH OF THE METHODIST CHURCH.—Sabbath services 10½ A. M., and 7 P. M.
CONGREGATIONAL CHURCH.—M. P. Brown, Pastor. Sabbath services, 10½ A. M., and 7 P. M.
METHODIST EPISCOPAL CHURCH.—H. C. Tipton, Pastor. Sabbath services, 10½ A. M., and 7 P. M.
Prayer meeting, Thursday evening.

Waukesha County Agricultural Society.

SPRING MEETING.—There will be a special meeting of the Rock County Agricultural Society and Mechanics' Institute held at the court room in the city of Janesville, on Monday, July 2d, 1860, at 10 o'clock A. M., for the transaction of business in reference to the coming fair. A full attendance is desired and expected.

JEROME A. BLOUNT,
June 21st, 1860. Secretary.

State Institute for the Blind.

The closing examination of the several classes of this school will be held at the Institute on Tuesday, the 26th inst. Morning session from 9 to 12 o'clock. Afternoon session from half-past 1 to half-past 4.

The public are respectfully invited to attend and witness the progress of the pupils. A concert and exhibition will also be given, on at Lippin's Hall on Wednesday, the 27th inst., commencing at half-past 7.

Admission to the Hall on Wednesday evening—15 cts. for adults, 10 cents for children. W. H. CHURCHMAN, Superintendent.

Our printing establishment is still in great confusion on account of the removal. We shall be all right in a few days, and located in the handsomest office in the state.

Visit of a Beloit School.—Yesterday about forty scholars from the Beloit high school, with their principal, Mr. Tewksbury, visited the high school in this city. They came in carriages and made rather an imposing procession. The usual exercises of Friday afternoon in our high school were continued, which consisted, principally, of reading compositions, and declaimations, were continued until two o'clock. Several of the pupils from the Beloit school took part in the declaimations, and acquitted themselves with much credit, as did those of our school. The young ladies and gentlemen from Beloit would have been creditable representatives of any seminary of learning in the state, and many complimentary remarks were made by our citizens in relation to the good order and intelligence exhibited by them during their visit, evincing excellent discipline in school, and that home culture which develops refinement and good taste. At two o'clock the two schools, together with the board of education of this city and invited guests, proceeded to the spacious lecture room in the basement of the high school building, where a musical collation had been arranged by the pupils of our high school. The refreshments being disposed of, the guests and their entertainers mingled freely together in social converse for some time until the guests departed, well pleased with their visit. The whole affair was well managed, and afforded much pleasure to all who participated. We hope to see these agreeable interchanges of visits continue between the schools of Beloit and Janesville.

COURT.—The trial of Barrett was concluded last night, the jury retiring about half past 9 o'clock, and agreeing upon a verdict at 12. The sole defense was alleged insanity. We learn that the first ballot was 10 for conviction and 2 for acquittal. A verdict of guilty was finally rendered.

Orlando Griggs forfeited his recognizance not appearing.

Thomas Smith plead guilty to an indictment for burglary, and was sentenced to pay a fine of \$20, and stand committed until paid.

George and Emma Morderves were on trial on a charge of keeping a house of ill-fame in this city.

RELIGIOUS SERVICES.—Rev. Joseph I. Foote, the eloquent and popular young Methodist clergyman, now residing in Evansville, will preach in the M. E. Church in this city to-morrow, both morning and evening. Go and hear him.—[Com.]

For the Daily Gazette.

Editor's GAZETTE.—The undersigned would through your paper express to the Fire Department of this city his grateful appreciation of their timely exertions to save his dwelling from the flames; and also his thanks to the citizens for their assistance in saving his property.

R. F. PARSHALL,
Janesville, June 23, 1860.

Rite APPLES.—W. H. Gay has a lot of ripe apples from St. Louis, the first in the market.

CAMP MEETING AT FOOTVILLE.—The excursion train to Footville will leave the union depot at 9 o'clock A. M. Those who desire to go should be at the depot promptly.

PREACHING.—The Rev. John Sharpe, of the Primitive Methodist church, will preach in the open air, on the corner of Main and Milwaukee streets, every Sunday afternoon when weather will permit.

Fifty-nine thieves and pickpockets were arrested in the crowd which turned out to see the Japanese reception in New York. The detectives were too sharp for them.



REPORTED FOR THE DAILY GAZETTE.

BY WISCONSIN STATE TELEGRAPH LINE,
Office in Union Passenger Depot.

BALTIMORE CONVENTION.

BALTIMORE, June 22. To-day the minority report was rejected, 100½ to 150.

The question was taken separately on the resolutions in the majority report. That admitting Mississippi was adopted, 250 against 24.

2d. Resolution admitting the Louisiana and South delegations was adopted, 153 against 97.

3d. Resolution admitting Arkansas adopted, 152 against 62.

The President decided the resolution dis-

missive.

The question was taken upon the three several propositions, 1st. On the admission of the Hindman delegates, 2d. On admission of Hooper delegates, 3d. Giving power to one set to cast the whole vote of the state if the other set withdrew. All were adopted.

A vote was then taken on the fourth resolution of the majority report, admitting the original delegation from the state of Texas, adopted—only 23 votes in the negative—2 from Pennsylvania and half from Oregon.

A vote was next taken on the fifth resolution admitting Messrs. Bayard and Whitley of Delaware. The resolution was adopted without a division.

The resolution giving R. S. Chaffee a seat in the Massachusetts delegation, rejected by Benj. S. Hallett, was adopted, 138 to 111.

At this point Mr. Stuart made a motion to reconsider each vote, and to lay the same on the table, it being understood that the motion was not to be put until votes on all the resolutions had been taken.

The seventh resolution of the majority report, declaring Mr. O'Fallon entitled to the seat in the Mo. delegation claimed by Mr. Clay, was adopted—138 to 112.

Mr. Cessna of Pa., moved to reconsider the vote, and to lay the motion on the table. Laid over.

The resolution admitting the contestants from Alabama was next adopted—148½ to 110.

Mr. Cessna moved to reconsider the vote, and to lay the motion on the table. Laid over.

The question being on the ninth and last resolution of the majority report, admitting both delegations from Ga., and dividing the vote of the state between them, with the provision that if either refuse to take seats, the remaining delegates shall cast the whole vote of the state, a division of the question was called for so as to take a vote on each proposition separately, and a long discussion ensued.

Before the vote was taken, Mr. Gardner of Georgia, presented a letter from the national democratic delegates from Georgia, and asked that it be read. (Cries of "read, read, no, no.") Mr. Butterworth of New York, objected. Mr. Clancy of New York, inquired if our objection would prevent the reading.

The president—It will in this stage of the proceedings.

Mr. Clancy—The gentleman from Georgia can rise to a question of privilege, and then read the communication, and the chair will then decide whether he is in order.

The call for a division of the resolution was then withdrawn and the resolution was lost by a vote of 105½ to 145. New York voted in the negative. The whole majority report was adopted, except the last resolution.

Mr. Church of New York, took the floor and said the New York delegates had had an opportunity to vote on the case of Georgia, as they deemed justice to the democracy of that state required; coming here with an earnest desire to harmonize the democracy of the Union, and act in a manner which will meet the approbation of democrats all over the nation, New York desires to move that the original delegation from Georgia, be admitted to seats on this floor. He called for the previous question.

Mr. Seward of Ga., raised a point of order that the motion in order was on the adoption of the resolutions already adopted as a whole.

The president decided the previous question executed, and no vote on the adoption of the resolutions as a whole was necessary.

Mr. Hallett of Mass., rose to address the convention.

Mr. Stuart of Mich., rose to a point of order that Mr. Hallett was not a member of the convention.

Mr. Hallett—A motion was made to reconsider the vote rejecting me by a gentleman from Michigan.

The president ruled that the resolutions already adopted by the convention were unauthorized operation of motion to reconsider lay on the table.

The chair could not know whether the convention would lay the motion to reconsider on the table; he did not therefore consider the gentleman from Massachusetts yet excluded from the convention.

Mr. Church raised a point of order that he called for the previous question, and therefore no debate was in order.

Mr. Hallett so decided.

Mr. Hallett appealed to Mr. Church to withdraw his call for the previous question.

Mr. Avery of N. C., the author of the Cincinnati platform, is surely entitled to be heard in this convention. (Laughter and applause.)

Mr. Hallett—Sir, I have fought enough for New York to entitle me to this courtesy. The soldier of a hundred battles ought to retire with the honors of war.

Mr. Cessna of Pa.—I raise the point of order that the congress of the U. S. refused to copyright the Cincinnati platform, and therefore the gentleman is not entitled to consideration on that account. (Laughter and applause.)

Mr. Church not withdrawing his demand for the previous question, it was ordered, and the resolution admitting the Chace delegation was adopted.

Mr. Hallett of Massachusetts then took the floor and moved to reconsider the 9th resolution, a number of points of order were raised and a warm skirmish took place.

The chairman of the Kentucky delegation has reported that Tennessee would withdraw, none remain, and that 5 would suspend action with the convention for the present.

The Kentucky delegation were unable to come to any harmonious conclusion to withdraw. Nine of them remain, and five suspend action, awaiting an opportunity to act harmoniously.

Those who withdrew desire that their votes may not be cast by any other party.

Mr. Caldwell withdrew the name of Mr. Guthrie as a candidate for the presidency, and presented papers from those who had suspended action, and also a communication from Hon. James G. Leech, one of the succeeding delegates, stigmatizing the convention in harsh terms, as unfair, undemocratic and irregular, and attacking the majority in violent language.

This paper was considered an insult to the convention, and Mr. Page, of Ohio, moved it be returned to the author.

Mr. Caldwell disclaimed any knowledge of the letter.

Mr. Cessna of Pa., hoped the paper would be received, as he desired to sustain and defend the action of the convention on the part of the Kentucky delegation.

This paper was considered an insult to the convention to reconsider the question.

Convention refused to lay the motion to reconsider on the table, New York (voting no, amidst intense excitement.) Motion for recess to 7 o'clock carried. Great confusion among northwestern men followed.

BALTIMORE, June 22.

EVENING SESSION.—The convention reassembled at 7 o'clock with a crowded audience. Much interest was excited by the proceedings and height-

ened by the prevalence of a report that Mr. Douglas had telegraphed to withdraw his name, which was known only by a few.

A motion to reconsider several resolutions adopted at the morning session was laid on the table.

Mr. Cessna moved to proceed to ballot for candidates for President and Vice President of the United States, and on that called the previous question.

Mr. Russell of Virginia, Stansbury, Maryland and Henry of Pennsylvania, rose at the same time.

Mr. Henry moved to adjourn sine die.

Mr. Strausbury made the same motion.

There was much excitement.

Mr. Stuart of Michigan, rose to a point of order—can that motion now be entertained?

The President—The motion to adjourn sine die is in order.

A vote by states was demanded when the motion to adjourn sine die was withdrawn.

Mr. Moffatt wished to know whether the president would now issue tickets to those who were admitted.

The president said he would direct the sergeant-at-arms to do so.

Russell, of Va., arose amidst intense excitement, and announced that it was not consistent with their convictions of duty for the delegates from Virginia to longer participate in the deliberations of the convention.

This was received with applause, which was checked by the president.

Mr. Russel continued—They had taken this step after mature deliberation.

Twenty-four Virginia delegates then withdrew, 6 remaining.

Mr. Moffatt of Va., stated as a reason for not withdrawing, that he was elected by a district to whom he owed allegiance.

Mr. Moffatt called to order, and yielded to Mr. Landre, of N. C., who stated that eight of the N. C. delegates would now withdraw on account of what they considered an outrage perpetrated on the south.

Mr. Ewing of Tennessee, asked leave for his delegation to retire and consult as to their future action.

Mr. Caldwell of Kentucky, on behalf of a portion of that delegation, said that it was doubtful whether that delegation could longer remain in the convention; they had come here to nominate a candidate acceptable to all parts of the Union. They were not prepared to withdraw, but asked leave to retire to consult. Leave was granted.

The Soule delegates from Louisiana, entered and took seats.

S. D. DAGGETT, President.

A. W. KELLOGG, Secretary.

EDWARD McLELLAN & HARRIS, produce dealers, and C. & S. S. CO., general mercantile dealers, and importers of foreign goods, have recently established a fine and elegant store in the heart of the business district of Janesville, opposite the Hotel Waukesha, and the corner of Main and Milwaukee streets. They have a large and varied stock of all kinds of goods, and are well known for their high quality and reasonable prices.

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